

Line No. HAPPS

TRANSMISSION LINE EASEMENT

In consideration of the sum of One Thousand & No Dollars (\$1000.00), and of the further agreements herein stated, the undersigned owner(s) of the real estate hereinafter described, his/their heirs, executors, administrators, successors and assigns; hereinafter called "Grantor," hereby grant and convey to OMAHA PUBLIC POWER DISTRICT, its successors and assigns, hereinafter called "District," a right-of-way with the perpetual right to survey, construct, reconstruct, relocate, inspect, repair, replace, add to, maintain and operate thereon, electrical transmission lines consisting of poles, towers, tower foundations, down guys, anchors, crossarms, insulators, wires, supports and other fixtures and equipment over, above, along, under, in and across the following described real estate situated in Washington County, State of Nebraska, to-wit:

The Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$  NW $\frac{1}{4}$ ) and Tax Lot Twenty-five (25) of the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$  NE $\frac{1}{4}$ ) of Section Twenty-three (23), Township Eighteen (18) North, Range Eleven (11), East of the 6th P.M., Washington County, Nebraska.

the area of the above described real estate to be covered by this easement shall be as follows: A strip of land One Hundred feet (100') in width, Fifty feet (50') on each side of and parallel to the following described reference line: Beginning at a point on the South line of the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$  NW $\frac{1}{4}$ ), Nine Hundred Seventy-seven feet (977') more or less East of the Southwest corner thereof; thence in a Northwesterly direction to a point of leaving located on the West line thereof, Four Hundred Ninety-three feet (493') more or less North of the aforesaid Southwest corner.

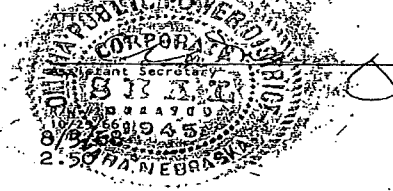
- District shall have the right of ingress and egress across the Grantor's property for any purpose necessary in connection with the survey, construction, reconstruction, relocation, inspection, repair, replacement, addition to, maintenance, operation and removal of said lines. Such ingress and egress shall be exercised in a reasonable manner.
- District shall have the right to trim or remove all trees and brush on said right-of-way as may be necessary to efficiently survey, construct, reconstruct, relocate, inspect, repair, replace, add to, maintain, operate and remove said lines, together with the express provision that any and all trees which, in falling, would come within 15 feet of the nearest electric line conductor may be topped or removed. All refuse from such tree cutting or trimming shall be burned or removed by the District.
- District hereby agrees to pay the Grantor or Lessee, as their interest may appear, for any damage to real and/or personal property, fences, livestock, and to growing crops by reason of the survey, construction, reconstruction, relocation, inspection, repair, replacement, addition to, maintenance, operation, and removal of said electric lines.
- Grantor may cultivate, use and enjoy the land within the right-of-way provided that such use shall not, in the judgment of the District, endanger or be a hazard to or interfere with the survey, construction, reconstruction, relocation, inspection, repair, replacement, addition to, maintenance, operation and removal of said lines, and provided further, that the Grantor shall not allow any buildings, structures, combustible material or property, including hay or straw stacks to remain or be placed upon the above described easement area.
- District shall have the right, at any time, to relocate or add additional electric transmission lines consisting of poles, towers, tower foundations, down guys, anchors, crossarms, insulators, wires, supports and other fixtures and equipment, with changed dimensions and different voltages, over, above, along, under, in and across the above described real estate covered by this easement.
- It is further agreed that Grantor has lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/their heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the District forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

IN WITNESS WHEREOF, the parties hereto have signed their names and caused the execution of this instrument in triplicate this 31 day of August, 1968.

OMAHA PUBLIC POWER DISTRICT

Ralph W. Shaw  
Assistant General Manager

John C. Wrich  
Grantor



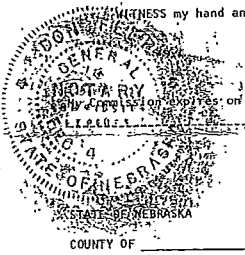
State of Nebraska } ss: 1105  
County of Washington }

CERTIFICATE OF ACKNOWLEDGEMENT - Individual

Entered in Numerical Index and filed for record  
this 9<sup>th</sup> day of October  
A. D., 1968 at 8:50 o'clock A. M.  
and recorded in book 100 at page 27-30

STATE OF NEBRASKA }  
COUNTY OF Washington }

On this 21<sup>st</sup> day of August, 1968, before me, the undersigned, a Notary Public in and for said County and State, personally appeared John C. W. ... to me known personally to be the identical person(s) who signed the foregoing instrument and who acknowledged the execution thereof to be voluntary act and deed for the purpose therein expressed.



WITNESS my hand and Notarial Seal the date above written.  
Notary Public  
My Commission expires on the 4 day of July, 1971.

CERTIFICATE OF ACKNOWLEDGEMENT - Corporation

General   
Numerical   
Photostat

STATE OF NEBRASKA }  
COUNTY OF \_\_\_\_\_ }

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, the undersigned, a Notary Public in and for said County and State, appeared \_\_\_\_\_ and \_\_\_\_\_ to me personally known, who being by me duly sworn, did say that they are \_\_\_\_\_ President and \_\_\_\_\_ Secretary respectively of \_\_\_\_\_ (a Corporation), that the Seal affixed to said instrument is the Seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation and acknowledged execution thereof to be the voluntary act and deed of said Corporation, by it voluntarily executed.

WITNESS my hand and Notarial Seal the date above written.  
Notary Public  
My Commission expires on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

CONSENT BY LESSEE OR OTHER PERSON IN INTEREST TO EASEMENT FOR TRANSMISSION LINE

In consideration of the payments made and agreed to be made to or for the account of the foregoing Grantor, and the division thereof according to the separate agreement of the Grantor and the undersigned to their mutual satisfaction, and in the case of a Lessee, in consideration of the indemnity by the Grantee as to crop damage as the interest of Grantor and Lessee may appear, the undersigned, being the Lessee or otherwise in, or entitled to the, possession of the property described in the foregoing right-of-way easement, or otherwise possessing an interest in the property described in the foregoing right-of-way easement, hereby consent(s) to the survey for and construction of the electric transmission line or lines across the property therein described, in accordance with the terms of the said right-of-way easement, and insofar as the interest of the undersigned is affected by the said electric transmission line or lines, the undersigned does hereby waive any and all objections thereto and does hereby consent to all the terms of said right-of-way easement, and hereby expressly subordinates such interest to the rights granted to the Grantee by such right-of-way easement.

IN WITNESS WHEREOF, the said undersigned has executed this instrument or caused the due execution thereof this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

STATE OF NEBRASKA }  
COUNTY OF \_\_\_\_\_ }

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ to me known personally to be the identical person(s) who signed the foregoing instrument and who acknowledged the execution thereof to be voluntary act and deed for the purpose therein expressed.  
WITNESS my hand and Notarial Seal the date above written.

Notary Public  
My Commission expires on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

APPROVED		
ENGR. DEPT. <u>Royce B. Muller</u>	LEGAL CLERK <u>560</u>	ACCT. DEPT. <u>R.C. Leach</u>
DATE <u>9/19/68</u>	DATE <u>9/22/68</u>	DATE <u>9/23/68</u>

G. & S. ENGR. 940  
DATE 9-9-68  
T. 9-9-68